

**MEMORANDUM OF UNDERSTANDING  
REGARDING COVID-19 SCHOOL REOPENING PLANS  
2020-2021**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Board of Education of Community High School District No. 155**, McHenry and Lake Counties (“the District”) and the **Community High Education Support Staff, IEA-NEA (“CHESS”)** (collectively, “the Parties”).

**WHEREAS**, on March 9, 2020, the Governor of Illinois declared all counties in Illinois as disaster areas due to the COVID-19 pandemic;

**WHEREAS**, the Governor’s disaster proclamation was subsequently extended and reissued, and a subsequent version of such declaration remains in effect for part or all of the territory of the School District as of the date of this MOU and may be further extended or reissued (the “Disaster Proclamation”); and

**WHEREAS**, pursuant to Section 7 of the *Illinois Emergency Management Act* and powers granted under the Illinois Constitution and statute, the Governor ordered the closure of all public and private K-12 schools in Illinois through the end of the 2019-2020 school year and directed schools to implement remote learning; and

**WHEREAS**, on June 26, 2020 and July 24, 2020, the Governor issued Executive Orders 2020-44 and 2020-46, respectively, allowing schools to reopen for in-person educational purposes for the Fall 2020 semester in accordance with Phase 4 of the Governor’s Restore Illinois plan; and

**WHEREAS**, guidance and recommendations related to the reopening and operation of schools for the duration of the pandemic have been issued and will be issued by the Illinois Department of Public Health (“IDPH”), and the Illinois State Board of Education (“ISBE”), and

**WHEREAS**, the ISBE has provided and will continue to provide guidance to Illinois school superintendents and their districts on issues related to reopening schools in the Fall of 2020, including guidance emphasizing the recommencement of in-person learning but authorizing school districts to offer remote learning; and

**WHEREAS**, the Superintendent has developed, with assistance and input from the CHESS employee(s), a plan to reopen schools (the “Reopening Plan”) for Fall 2020, starting with remote learning exclusively in anticipation of phasing to in-person instruction during the 2020-2021 school year, and such Reopening Plan was shared with the CHESS employee(s); and

**WHEREAS**, portions of the Reopening Plan impact the CHESS employee(s) wages, hours, and terms and conditions of employment and, as a result, CHESS employee(s), pursuant to its rights under the *Illinois Educational Labor Relations Act*, demanded to bargain said impact of the Reopening Plan; and

**WHEREAS**, the Parties have met and bargained in good faith the impact of the Reopening Plan; and

**WHEREAS**, the Parties wish to memorialize the understandings reached between them as a result of the impact bargaining related to the Reopening Plan; and

**NOW THEREFORE**, any provision(s) of the current Collective Bargaining Agreement (the “CBA”) between the Parties notwithstanding, the Parties agree to the following:

1. **Changes in Assignment or Job Duties.** During the 2020-2021 school year, the District may require employees to perform work that may differ from their typical assignment at the discretion of building administration for short-term assignments (less than four weeks). In any case of a long-term assignment (more than four weeks), notice to CHES as outlined in CBA will occur. Section 5.13 of the CBA notwithstanding, employees may be assigned to support the school nurse, and employees assigned by the District to support the school nurse (not including mere symptom self-certification checks and temperature checks) and who actually work in that capacity for at least four weeks will be paid their regular rate of pay plus a one-time annual stipend of \$750, half of which will be paid to the employees at the end of each semester. The parties agree that this MOU supersedes Section 5.13 for the term of this agreement.
2. **Health and Safety Protocols.** CHES employee(s) are expected to follow all ISBE and IDPH guidelines and District health and safety protocols while on District property, and progressive disciplinary action may result for violations. These protocols include but are not limited to the following, and may be updated based on further ISBE and/or IDPH guidance:
  - a. **Face Masks in Interior Spaces.** Except as indicated below, all CHES employee(s) in interior spaces in the District must wear face masks at all times, even if social distancing of six feet between individuals is maintained, unless they (a) have a medical contraindication; (b) have trouble breathing; (c) are unconscious, incapacitated, or otherwise unable to remove the cover without assistance; or (d) are eating or drinking. CHES employee(s) who arrive at school without a face mask will be provided a disposable face mask at no cost.
  - b. **Face Masks During Remote Learning.** If the ISBE and/or the IDPH adjust their guidance to allow for staff to remove their face masks while they are in their own classrooms or offices and not in physical proximity to any students or staff, the District will notify staff of that option. As long as the ISBE and IDPH continue to allow it, staff who are alone in their classroom or office with the door closed may remove their face covering.
  - c. **Other PPE.** The District will provide additional personal protective equipment, such as KN95 or comparable masks, face shields, gowns, and gloves, to CHES employee(s) (i) who work with students who are unable to wear face masks for medical reasons or (ii) in situations where social distancing is not possible. The District also may provide additional PPE as an accommodation to CHES employee(s) who request it. The District

reserves the right to require CHESSE employee(s) to wear additional PPE in any situation it deems appropriate; in such cases, the District will provide the required PPE. CHESSE employee(s) will alert their building administration if PPE supplies are running low.

- d. **Close contact.** CHESSE employee(s) who have close contact with students on a regular basis (Strive, FLS, LS, nurses office, etc.) will be provided with additional PPE; this includes gloves, gowns, goggles, and face shields. Employees in these settings will be limited to a small number of students within a class and/or in an office to reduce exposure. If a CHESSE employee(s) is unable to keep these additional safeguards in place through no fault of their own, the CHESSE employee(s) will immediately alert the building administrator and CHESSE president through written notification.-
  - f. **Social Distancing.** To the greatest extent possible, CHESSE employee(s) will maintain 6-foot social distancing at all times while on District property. Exceptions are made for brief encounters, such as passing periods or “walk-past” instances, as long as face masks are worn. Within classrooms, furniture will be spaced so as to maintain 6-foot social distancing to the extent possible.
  - g. **Self-Certifications and Temperature Checks.** CHESSE employee(s) must assess themselves for COVID-19 symptoms and daily certify, via an app or other means directed by the District, that they have no COVID-19 symptoms before arriving at work. Upon entry to a District building, at the start of the work day, CHESSE employee(s) also must have their temperature taken at the posted thermometer stations. CHESSE employee(s) who exhibit COVID-19 symptoms or are running a fever of 100.4°F are not to come to work and must contact their immediate supervisor immediately.
  - h. **Disinfecting Protocols.** Cleaning and disinfecting of all surfaces will be conducted on a regular basis. Custodial staff will have primary responsibility to clean rooms between instructional days and as available during regular school days, while certified staff and paraprofessionals will have primary responsibility to clean or monitor cleaning of surfaces (e.g., wiping desks) between or during classes.
3. **Medical Expenses Resulting from Work with Unmasked Students.** The District will reimburse a CHESSE employee(s) out-of-pocket medical expenses, up to a maximum of \$10,800, if: (a) the CHESSE employee(s) has “close contact”—i.e., exposure within 6 feet for at least 15 minutes—with a unmasked student or staff member at school and (b) the CHESSE employee(s) is on the District insurance plan, and (c) the CHESSE employee(s) incurs medical expenses related to a COVID-19 diagnosis or treatment as a direct result of the close contact exposure with the student or staff member. The District will directly reimburse the CHESSE employee(s) only for his/her direct medical costs not

covered by insurance. The District will reimburse the CHES member from the Health Insurance Stabilization Fund.

4. **Availability During Remote Learning.** CHES employee(s) are required to be available during their regular contractual work hours every school day, unless they are using available leave.
5. **Remote Work in Event of Close Contacts.** If a CHES employee(s) is required to quarantine due to a "close contact" with someone who has or is suspected of having COVID-19, but the staff member remains healthy enough to fully complete his/her duties, he/she may be allowed to perform his/her duties remotely for the duration of the quarantine at the full discretion of the building administration. If the staff member is not healthy enough to fully complete his/her duties, or if the support staff member cannot work at home as determined by the building administration, he/she would use Emergency Paid Sick Leave under the *Families First Coronavirus Response Act* or his/her other available paid leave, as applicable. If this situation occurs after students return to in-person instruction, the Administration has full discretion to decide whether the staff member can work remotely while the students are in school. The Administration's decision under this Paragraph is not grievable.
6. **Work Day.** Administration may adjust the start and end time of the CHES employee(s) work day, including staggered start and end times, to maintain safe operations during the COVID-19 pandemic.
7. **Additional Duties.** In addition to the regular duties, CHES employee(s) may be assigned additional duties such as, but not limited to conducting temperature checks and confirming students' self-certification (i.e. check app or form) as they enter a building.
8. **Extracurricular Duties and Stipends.** Extra duty compensation will only be paid for work actually performed. Compensation will be prorated for events/activities/seasons that are abbreviated, calculated on a per-diem basis. The amount of proration for an abbreviated or terminated event/activity/season will be no less than 20% of the regularly scheduled stipend so as to compensate for time spent preparing for performance/competition activities.

All extracurricular activities will be subject to the rules and health/safety protocols of the IHSA, IDPH, and ISBE. Coaches and sponsors will work with Athletic and Activities Directors to determine what extracurricular activities are appropriate to run, and how. District administration will review those plans and make the final determination for which extracurriculars and associated stipends will run.

If an extracurricular activity doesn't run, the coach or sponsor will stay on his/her current experience step as the coach or sponsor of that activity. If an

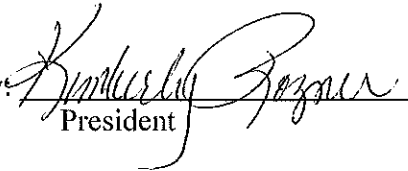
extracurricular activity is ended mid-season due to COVID-related reasons, the coach or sponsor will advance one experience step in that activity, if available.

9. **Changes in Position.** Any individuals who incur a change in position to address COVID-19 related issues/schedules will be considered for return to that prior position in the current (20-21) or subsequent school year (21-22), should that position exist. Unless entitled to a recall, if his/her original position no longer exists, the employee may apply for other available open positions.
10. **Furlough.** In consideration of the District not laying off or eliminating CHESSE employees at the District pursuant to the current CBA, should the District determine it is necessary, CHESSE agrees to the furlough (i.e., mandatory unpaid leave without a loss in seniority or current leaves under the CBA) of CHESSE employees for the period(s) of time when their services are not needed during the 2020-2021 school year. As their services are needed again, the District will restore CHESSE employees as needed, and seniority and wages will be applied as outlined in the CBA. Furloughed employees shall retain the right to remain on the District's health insurance plan during their furlough period, paying the same portion of their insurance premium as they were prior to the furlough. Upon determining which CHESSE employees will be furloughed, the District shall notify CHESSE and each affected employee with a letter. The furlough will take effect upon the District's issuance of the letter or such later date as indicated in the letter. A recall from furlough shall be communicated to staff in the form of a phone call and email seven (7) calendar days prior to the date of recall. If the employee does not respond to such notification of recall within three (3) business days, the employee's right to recall shall cease, and he/she shall be considered terminated from the District. Nothing in this Paragraph is intended to preclude the District from forgoing a furlough and instead implementing a reduction in force pursuant to the terms of the CBA.
11. **Future Discussions.** Unless the Parties mutually agree that it is not necessary, the Parties will meet again on or before October 9, 2020, to assess whether additional issues need to be addressed.
12. **Effective Date and Term.** This MOU is effective immediately upon the receipt of signatures by both parties. This MOU is non-precedential, shall not be deemed to establish a past practice, and will not be binding or enforceable in any school year other than the 2020-2021 school year.

**IN WITNESS WHEREOF**, the District and CHESSE have executed this Agreement on the dates written below.

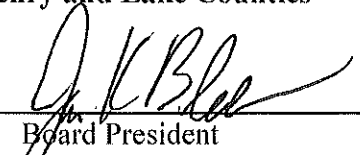
*Signature page to follow*

**Community High Education Support  
Staff, IEA-NEA**

By:   
President

Date: 9-8-2020

**Board of Education of  
Community High School District No. 155,  
McHenry and Lake Counties**

By:   
Board President

Date: 9/15/2020

**Attest**

By:   
Board Secretary

Date: 9/15/2020

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